

CLAROTECH eDockets TERMS OF SERVICE

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AGREED TERMS

If you place an order and/or make an initial subscription payment for the Clarotech eDockets Service, you are agreeing to the terms of this Terms of Service.

Your attention is particularly drawn to the provisions of clause 13 (Limitation of liability).

1. About us

- 1.1 Claro Logistics Applications Ltd trading as Clarotech (**We**).
We are a limited company registered in Ireland with company number 647601 and have our registered office at 40 Fitzwilliam Square West, Dublin 2. Our main trading address is 40 Fitzwilliam Square West, Dublin 2. We operate the Website www.clarotech.io and Portal (**Website**)
We provide a web based service that connects 4G mobile network devices to a database (the **Service**) via a web based portal (**Portal**) in order to upload data to
 - a. Record, manage and save work dockets associated with the regulated activity of transporting waste to registered / permitted waste reception facilities (**eDockets**)
 - b. Record, manage and save work dockets associated with the transporting and delivery of goods
 - c. record and save regulatory checks required to be performed and recorded on commercial vehicles (**VehicleCheck**)
- 1.2 Contacting us. To contact us, use the details on the "Contact Us" section of the Website
How to give us formal notice of any matter under the Contract is set out in clause 18.2.

2. Our agreement with you

- 2.1 Our agreement. These terms and conditions (**Terms**) apply to the order by you and supply of Service by us to you (**Contract**). They apply to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.
- 2.2 Entire agreement. The Contract is the entire agreement between you and us in relation to its subject matter. You acknowledge that you have not relied on any statement, promise or representation or assurance or warranty that is not set out in the Contract.
- 2.3 This Contract is a licence to use the Website, and Portal to access the Service in order to use the electronic facilities available associated with eDockets and VehicleCheck. Full access to the Service facilities can only be done in conjunction with the Clarotech App.
- 2.4 These Terms and the Contract do not grant any form of ownership to any of the foregoing.
- 2.5 These Terms and the Contract are made only in the English language.
- 2.6 You should save a copy of these Terms to your computer or print them off for future reference.

3. Placing an order and its acceptance

- 3.1 Placing your order. Please follow the onscreen prompts to place your order. You may only submit an order using the method set out on the Website. Each order is an offer by you to buy the Service specified in the order subject to these Terms.
- 3.2 Correcting input errors. Our order process allows you to check and amend any errors before submitting your order to us. Please check the order carefully before confirming it. You are responsible for ensuring that your order is complete and accurate.
- 3.3 Acknowledging receipt of your order. After you place your order, you will receive an email from us acknowledging that we have received it, but please note that this does not mean that your order has been accepted. Our acceptance of your order will take place as described in clause 3.4.
- 3.4 Accepting your order. Our acceptance of your order takes place when we send an email to you to accept it (**Order Confirmation**), at which point and on which date (**Commencement Date**) the Contract between you and us will come into existence. The Contract will relate only to those Service confirmed in the Order Confirmation.
- 3.5 If we cannot accept your order. If we are unable to supply you with the Service for any reason, we will inform you of this by email and we will not process your order. If you have already paid for the Services, we will refund you the full amount.

4. Cancelling your order and obtaining a refund

- 4.1 You may cancel the Contract if you notify us as set out in clause 4.2 within 30 (thirty) calendar days of your receipt of the Order Confirmation. You cannot cancel the Contract once we have completed setting you up to receive the Services, even if the thirty day period is still running. We require 30 days' notice for the cancellation of the monthly subscription.
- 4.2 To cancel the Contract, you must complete the cancellation form www.clarotech.io/register-for-edoc/ on our Website. We will email you to confirm we have received your cancellation.
To contact us to cancel, use the details on the "Contact Us" section of the Website
If you are emailing us or writing to us, please include details of your order to help us to identify it. If you send us your cancellation notice by email or by post, then your cancellation is effective from the date you send us the email or we receive the letter to us.
- 4.3 If you cancel the Contract, we will stop billing you for the monthly fees or charges from the following month

5. Our Service

- 5.1 We provide a web based service that connects 4G mobile network devices to a database (the **Service**) in order to process data to
 - a record and save work dockets associated with the regulated activity of transporting waste to registered/permitted reception facilities (**eDockets**)
 - b record, manage and save work dockets associated with the transporting and delivery of goods
 - c record and save regulatory checks required to be performed and recorded on commercial vehicles (**VehicleCheck**)
- 5.2 Any descriptions or illustrations on our Website are published for the sole purpose of giving an approximate idea of the services described in them. They will not form part of the Contract or have any contractual force
- 5.3 Changes to Service. We reserve the right to amend the specification of the Service if required by any applicable statutory or regulatory requirement or if the amendment will not materially affect the nature or quality of the Services, and we will notify you by placing a notice on the Website when possible in advance of any such amendment.
- 5.4 Reasonable care and skill. We warrant to you that the Service will be provided using reasonable care and skill.
- 5.5 Time for performance. We will use all reasonable endeavours to meet any performance dates specified in the Order Confirmation, but any such dates are estimates only and failure to perform the Service by such dates will not give you the right to terminate the Contract.

6. Your obligations

- 6.1 It is your responsibility to ensure that:
 - (a) the terms of your order are complete and accurate;
 - (b) you cooperate with us in all matters relating to the Service;
 - (c) you provide us, our employees, agents, consultants and subcontractors, with access to your premises, office accommodation and other facilities as we may reasonably require;
 - (d) you enable access to all relevant employees to ensure that they are properly trained, either by online or offline methods.
 - (e) you provide us with specification compliant mobile devices, 4G network access, (as set out in the Clarotech Mobile App Licence www.clarotech.io/resources/), information and materials we may

reasonably require in order to supply the Service, and ensure that such information is complete and accurate in all material respects;

- (f) you prepare your premises and vehicles for the supply of the Services;
 - (g) you obtain and maintain all necessary licences, permissions and consents which may be required for the Service before the date on which the Service is to start;
 - (h) you keep all of our materials, equipment, documents and other property (**Our Materials**) at your premises in safe custody at your own risk, maintain Our Materials in good condition until returned to us, and not dispose of or use Our Materials other than in accordance with our written instructions or authorisation;
 - (i) you ensure that any leases or payments for mobile devices or network access required to access the Service are paid in full and on time in accordance with their relevant contractual terms.
- 6.2 If our ability to perform the Service is prevented or delayed by any failure by you to fulfil any obligation listed in clause 6.1 (**Your Default**):
- (a) we will be entitled to suspend performance of the Service until you remedy Your Default, and to rely on Your Default to relieve us from the performance of the Services, in each case to the extent Your Default prevents or delays performance of the Services. In certain circumstances Your Default may entitle us to terminate the Contract under clause 15 (**Termination**);
 - (b) we will not be responsible for any costs or losses you sustain or incur arising directly or indirectly from our failure or delay to perform the Services; and
 - (c) it will be your responsibility to reimburse us on written demand for any costs or losses we sustain or incur arising directly or indirectly from Your Default.
- 6.3 If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.
We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these Terms of Use.
If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us using the details on the "Contact Us" section of the Website.
- 6.4 We do not guarantee that our Website will be secure or free from bugs or viruses.
You are responsible for configuring your information technology, computer programmes and platform to access our Website. You should use and operate your own virus protection software.
You must not misuse our Website by knowingly using it to propagate spam or phishing or introducing viruses, trojans, worms, spyware, adware, ransomware, logic bombs, hybrids, bots or other malware or material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our Website, the server on which our Website is stored or any server, computer or database connected to our Website. You must not attack our Website via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Criminal Damage Act 1991. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our Website will cease immediately.

7. Service available in Ireland only

- 7.1 At this time the service is currently designed for use in Ireland only.
- 7.2 You may place an order for the Service from an address outside the Ireland, but the Service will only work in Ireland.

8. Charges

- 8.1 In consideration of us providing access to the Service you must pay our charges (**Charges**) in accordance with this clause 8.
- 8.2 The Charges are the prices quoted on our Website at the time you submit your order or any subsequent change notified thereafter.
- 8.3 Our Charges are exclusive of VAT. Where VAT is payable in respect of some or all of the Service you must pay us such additional amounts in respect of VAT, at the applicable rate, at the same time as you pay the Charges.
- 8.4 Our Charges for the Service will change over time. We will post a notification on the Website and/or send you an email at least 4 (four) calendar weeks in advance in a change in the Charges.

9. How to pay

- 9.1 Payment for access to the Service is in advance. We will take your first payment upon acceptance of your order and will take subsequent payments monthly in advance.

- 9.2 Payment for use of the Service is in arrears. We will send you an electronic invoice within 7 [seven] calendar days of the beginning of the month for the extent of Service use in the previous month following payment by direct debit. Such invoices are payable immediately,
- 9.2 Payment for the Service is by direct debit. Your designated bank account will be charged automatically each month.
- 9.3 For any failed or cancelled payments, a €50 administration fee will be levied.
- 9.4 If you fail to make a payment under the Contract by the due date, then, without limiting our remedies under clause 15 (Termination), you will have to pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 9.4 will accrue each day at 2½% a month compounded above the Euribor one month rate from time to time, but at a minimum of 2½% a month for any period when the Euribor one month rate is below 0%.
- 9.5 If you fail to make a payment to us, or if we are advised that you have failed to make a payment associated with any licence or agreement for provision of service necessary to provide the Service (for example mobile device rental or network access), we retain the right to suspend the provision of the Service (including access to the database) until such time as all payments are brought up to date in full

10. Complaints

- 10.1 If a problem arises or you are dissatisfied with the Services, we have a comprehensive complaints policy, and you should contact us to complain, using the details on the "Contact Us" section of the Website

11. Intellectual property rights

- 11.1 All intellectual property rights in or arising out of or in connection with the Service are owned by us.
- 11.2 We grant you a licence during the term of the Contract to access the Service as set out on in these Terms for the purpose of receiving and using the Service and such deliverables for your business. You may not sub-license, assign or otherwise transfer the rights granted in this clause
- 11.3 You retain all ownership rights to the electronic waste transfer note pdf's created and stored in association with the eDockets Service.
- 11.4 We will not transmit, or cause to be transmitted, any individual, or group of, electronic waste transfer notes in pdf format created and stored by you associated with the eDockets Service without your express consent.
- 11.5 You grant us a licence to use, store, copy and process the pdf data content and to distribute and make it available to third parties in order to provide the Service.
Any other data or content you upload to our Website or Database will be considered non-confidential and non-proprietary.

12. How we may use your personal information

- 12.1 We will use any personal information you provide to us to:
 - (a) provide the Services;
 - (b) process your payment for the Services; and
 - (c) inform you about similar services that we provide, but you may stop receiving these at any time by contacting us.
- 12.2 We will process your personal information in accordance with our Website Data Policy www.clarotech.io/resources/, the terms of which are incorporated into this Contract.

13. Limitation of liability: YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE.

- 13.1 We have not obtained insurance cover in respect of our own legal liability for individual claims for any amount per claim. The limits and exclusions in this clause reflect the insurance cover we have been able to arrange and you are responsible for making your own arrangements for the insurance of any excess loss.
- 13.2 Nothing in the Contract limits any liability which cannot legally be limited, including liability for:
 - (a) death or personal injury caused by negligence;
 - (b) fraud or fraudulent misrepresentation; and
 - (c) breach of the terms implied the Sale of Goods and Supply of Service Act, 1980 (title and quiet possession).
- 13.3 Subject to clause 13.2, we will not be liable to you, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract for:
 - (a) loss of profits;
 - (b) loss of sales, business, business opportunity or revenue;
 - (c) loss of agreements or contracts;
 - (d) loss of anticipated savings;
 - (e) loss of use, corruption of, or access to software, data or information;
 - (f) loss of or damage arising from business interruption
 - (g) loss of or damage to goodwill or reputation; and

- (h) any indirect or consequential loss or damage.
- 13.4 Subject to clause 13.2, our total liability to you arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, will be limited to €100.
- 13.5 We have given commitments as to compliance of the Service with the relevant specification in clause 5.1. In view of these commitments, the terms implied by the Sale of Goods and Supply of Service Act, 1980 are, to the fullest extent permitted by law, excluded from the Contract.
- 13.6 Unless you notify us that you intend to make a claim in respect of an event within the Notice Period, we shall have no liability for that event. The notice period for an event shall start on the day on which you became, or ought reasonably to have become, aware of the event having occurred OR you having grounds to make a claim in respect of the event and shall expire two calendar months from that date (**Notice Period**). The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.
- 13.7 Nothing in these Terms limits or affects the exclusions and limitations set out in our Website Terms of Use www.clarotech.io/resources/, and Mobile App Terms of Use, www.clarotech.io/resources/.
- 13.8 This clause 13 will survive termination of the Contract.

14. Confidentiality

- 14.1 We each undertake that we will not at any time during the Contract, and for a period of ten years after termination of the Contract, disclose to any person any confidential information concerning one another's business, affairs, customers, clients or suppliers, except as permitted by clause 14.2.
- 14.2 We each may disclose the other's confidential information:
- to such of our respective employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of exercising our respective rights or carrying out our respective obligations under the Contract. We will each ensure that such employees, officers, representatives, subcontractors or advisers comply with this clause 14; and
 - as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 14.3 Each of us may only use the other's confidential information for the purpose of fulfilling our respective obligations under the Contract.

15. Termination, consequences of termination and survival

- 15.1 Termination. Without limiting any of our other rights, we may suspend the performance of the Services, access to Database, or terminate the Contract with immediate effect by giving written notice to you if:
- you commit a material breach of any term of the Contract and (if such a breach is remediable) fail to remedy that breach within seven calendar days of you being notified in writing to do so;
 - you fail to pay any amount due under the Contract on the due date for payment;
 - you fail to pay any amount due under leases or agreements entered into for the provision of mobile devices or network access to enable provision of the Service on the due date for payment.
 - you take any step or action in connection with you entering administration, provisional liquidation or any composition or arrangement with your creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of your assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
 - you suspend, threaten to suspend, cease or threaten to cease to carry on all or a substantial part of your business; or
 - your financial position deteriorates to such an extent that in our opinion your capability to adequately fulfil your obligations under the Contract has been placed in jeopardy.
- 15.2 Consequences of termination
- On termination of the Contract you must
 - return all of Our Materials and any deliverables specified in your order which have not been fully paid for.
 - delete all software installed on all devices during the period of the ContractIf you fail to do so, then we may enter your premises and take possession of them. Until they have been returned, you will be solely responsible for their safe keeping and must not use them for any purpose unconnected with the Contract.
 - Termination of the Contract will not affect your or our rights and remedies that have accrued as at termination.
- 15.3 Survival. Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination will remain in full force and effect.

16. Events outside our control

- 16.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the Contract that is caused by any act or event beyond our reasonable control (**Event Outside Our Control**).
- 16.2 If an Event Outside Our Control takes place that affects the performance of our obligations under the Contract:
- (a) we will contact you as soon as reasonably possible to notify you; and
 - (b) our obligations under the Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. We will arrange a new date for performance of the Service with you after the Event Outside Our Control is over.
- 16.3 You may cancel the Contract affected by an Event Outside Our Control which has continued for more than one calendar month. To cancel please contact us using the details on the "Contact Us" section of the Website. If you opt to cancel we will refund on the basis set out in Clause 4; "Cancelling your order and obtaining a refund"

17. Non-solicitation

- 17.1 You must not attempt to procure services that are competitive with the Service from any of our directors, employees or consultants, whether as an employee or on a freelance basis, during the period that we are providing the Service to you and for a period of twelve months following termination of the Contract.

18. Communications between us

- 18.1 When we refer to "in writing" in these Terms, this includes email.
- 18.2 Any notice or other communication given under or in connection with the Contract must be in writing and be delivered either personally, sent by pre-paid post or other next working day delivery service, or email.
- 18.3 A notice or other communication is deemed to have been received:
- (a) if delivered personally, on signature of a delivery receipt or at the time the notice is left at the proper address;
 - (b) if sent by pre-paid post or other next working day delivery service, at 10.00 on the second working day after posting; or
 - (c) if sent by email, at 09.00 the next working day after transmission.
- 18.4 In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an email, that such email was sent to the specified email address of the addressee.
- 18.5 The provisions of this clause will not apply to the service of any proceedings or other documents in any legal action.

19. General

- 19.1 Assignment and transfer
- (a) We may assign or transfer our rights and obligations under the Contract to another entity but will notify you by posting on the Website if this happens.
 - (b) You may only assign or transfer your rights or your obligations under the Contract to another person if we agree in writing.
- 19.2 Variation. Any variation of the Contract only has effect if it is in writing and signed by you and us (or our respective authorised representatives).
- 19.3 Waiver. If we do not insist that you perform any of your obligations under the Contract, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you or that you do not have to comply with those obligations. If we do waive any rights, we will only do so in writing, and that will not mean that we will automatically waive any right related to any later default by you.
- 19.4 Severance. Each paragraph of these Terms operates separately. If any court or relevant authority decides that any of them is unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.
- 19.5 Third party rights. The Contract is between you and us. No other person has any rights to enforce any of its terms.
- 19.6 Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these Terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.
- 19.7 Governing law and jurisdiction. The Contract is governed by Irish law and we each irrevocably agree to submit all disputes arising out of or in connection with the Contract to the exclusive jurisdiction of the Irish courts.

20 **Alternative dispute resolution**

20.1 Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how we have handled any complaint, you may want to contact the alternative dispute resolution provider we use. You can submit a complaint to Net Neutrals EU Ltd. via their website at <http://www.netneutrals.eu>. Net Neutrals EU Ltd. will not charge you for making a complaint and if you are not satisfied with the outcome you can still bring legal proceedings. In addition, please note that disputes may be submitted for online resolution to the European Commission Online Dispute Resolution platform.

Date of last revision of these Terms:
12th July 2021

CONFIDENTIAL